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October 3, 2019

MuckRock News
Department MR 73942
411A Highland Avenue
Somerville, MA 02144-2516

RE: Surry County Sheriff's Office North Carolina Public Records Request

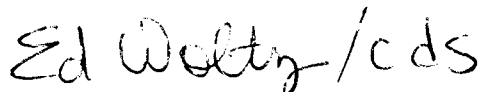
Dear MuckRock News,

I serve as the Surry County Attorney and acknowledge receipt of Public Record Requests dated May 22, 2019 and September 6, 2019. For some reason, we had trouble pulling together requested information and some of it appears to be lacking still.

Enclosed, please find the following: (1) Southern Health Partners letter agreement dated April 25, 2019; (2) Inmate Telecommunications Agreement Addendum Number 3 (original and Addendums 1 and 2 have been requested) dated January 2018; (3) Amendment No. 8 to Operating Agreement - Food Service with Aramark Correctional Services, LLC dated January 7, 2019 (original and seven Amendments have been requested); (4) Inmate Commissary Agreement with Oasis Management Systems, Inc. dated January 17, 2008; (5) Letter Agreement between Surry County and Stokes County for Inmate Housing dated June 25, 2019; (6) Agreement between Wilkes County and Surry County for Inmate Housing dated September 19, 2017; and (7) Agreement to House Jail Inmates Between Surry County and Ashe County dated May 17, 2019.

With best regards, I remain.

Sincerely yours,

Handwritten signature of Ed Woltz, with the initials "/c ds" written to the right of the signature.

Edwin M. Woltz
Attorney at Law



Southern Health Partners

April 25, 2019

Lt. Randy Shelton
Surry County Detention Center
218 North Main Street
Dobson, NC 27017

Re: Health Services Agreement

Dear Lt. Shelton:

Southern Health Partners appreciates the relationship we have developed with you and Surry County. With each new contract year we look forward to a renewed commitment of partnering to provide excellent healthcare for the inmates at the Surry County Detention Center. We have made an effort to keep the amount of annual increases minimal and unfortunately this has not curbed the cost of doing business from growing so over this next contract year, we will need an adjustment on our service rates.

The new rates are outlined below based on a continuation of the current program of services with a 4% increase on the base fee and per diem rate. The difference in the base rate is \$873.91 more per month.

Contract Period: July 1, 2019, through June 30, 2020	
Base annualized fee:	\$260,059.08 (\$21,671.59 per month)
Per diem greater than 135:	\$2.21
Annual outside cost pool limit:	\$25,000.00

We are requesting a signature below on behalf of the County to acknowledge the new base price and per diem rate for the 2019-2020 period, rather than formally extending our Agreement for another year by contract Amendment. **Please keep this letter for your records and return a signed copy to my attention by email (jeanette.rodriguez@southernhealthpartners.com) or by fax (423-305-6964) on or before May 25, 2019.** Except as modified above, or as may be further amended or modified by mutual agreement between the parties, all provisions of the contract will remain in full force and effect during the renewal period.

Please feel free to call me at 423-553-5635, ext. 9-22 if you should have any questions or concerns and I'll be happy to discuss them with you. We hope to continue serving Surry County long into the future.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez
Contracts Administrator

cc: Sheriff Steve Hiatt

SURRY COUNTY, NC
BY:

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Signature of Finance Officer

2030 Hamilton Place Blvd. • Suite 140
Chattanooga, TN 37421
423.553.5635 (phone) 423.553.5645 (fax)

INMATE TELECOMMUNICATIONS AGREEMENT
Addendum Number 3

This 3rd Addendum, dated the ___ of January, 2018, between Sheriff of Surry County of the one part, hereinafter "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel" modifies the Inmate Telecommunications Agreement dated February 10, 2001 as amended by Addendum 1 dated January 22, 2007; Addendum 2 dated January 11, 2013; and the Regulatory Compliance Amendments dated February 4, 2014 and December 14, 2015 (collectively referred to as the "Agreement").

For and in consideration of the mutual promised and covenants contained herein, Pay Tel and Sheriff hereby agree to modify the Agreement as follows:

1. **3.0 Term.** The current term ending February 10, 2018 shall be extended to and including January 31, 2019. As previously agreed, this Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Section 3.1 of the Agreement is deemed amended consistent with the foregoing.
2. **4.0 Commissions.** The commission payment shall be the following percentage of gross billable local, IntraLATA intrastate and InterLATA intrastate revenues: fifty-five percent (55%) effective beginning the first full month of service following execution of this Addendum.

All other Agreement terms shall remain unchanged.

SURRY COUNTY, NORTH CAROLINA:

By: Jimmy S. Combs
By: Jimmy S. Combs (Printed)
Authorized Agent for Surry County

Date: _____

Attest: _____

PAY TEL COMMUNICATIONS, INC.:

By: _____
By: Vincent Townsend (Printed)
President, Pay Tel Communications, Inc.

Date: _____

Attest: _____

Amendment No. 8 to Operating Agreement – Food Service

THIS AMENDMENT No. 8 is entered into this 2nd day of Jan, 2018 by and between the **Surry County Sheriff's Office, North Carolina** (the "Sheriff") and **Aramark Correctional Services, LLC**, a Delaware company limited liability, with offices at the Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("Aramark").

WITNESSETH:

WHEREAS, the parties entered into an Agreement dated October 15, 2010 for the management of the food service operation at the Surry County Sheriff's Office located at 218 North Main Street, Dobson, North Carolina 27017 (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 15, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.


1. **Term:** In accordance with **Paragraph 6** of the Agreement, the parties agree that the term of the agreement shall be extended for a one-year period, commencing on October 15, 2018 and ending on October 14, 2019.

2. **Price Per Meal:** In accordance with **Paragraph 3.B** of the Agreement, the price per meal charged to the Sheriff by Aramark shall be changed to \$2.13 per inmate/staff meal as a result of changes in the Consumer Price Index. This pricing shall be effective from October 15, 2018 through October 14, 2019, and shall supersede in all respects the price per meal set forth in Attachment A to the Agreement.

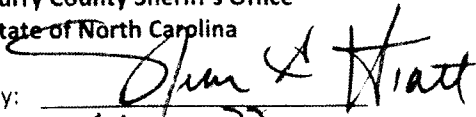
3. **Effect of Amendment:** Except as hereinabove provided, the Agreement is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: 
Mark R. Adams
Vice President, Finance

Surry County Sheriff's Office
State of North Carolina

By: 
Name: Steve C. Hatt
Title: Steve C. Hatt

Inmate Commissary Agreement

THIS AGREEMENT, made this 17th day of January 2008, by and between Oasis Management Systems, Inc., a Georgia corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and the Sheriff of Surry County, Dobson, North Carolina (hereinafter referred to as "Client").

1. **RIGHT AND TERM.** Oasis is hereby given and granted the exclusive right to operate all commissary services on the premises located in Dobson, North Carolina continuing from this date. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will commence upon the execution hereof and will continue in force until January 17, 2013 unless otherwise by law prohibited. Thereafter, this agreement will automatically renew for additional one-year terms until terminated by either party upon written notice at least (30) thirty days prior to termination. Oasis will be entitled to withhold from any amounts due to Client any past due monies owed to Oasis by Client, and Client will be entitled to withhold from any amounts due to Oasis any past due monies owed to Client by Oasis.

2. **RELATIONSHIP OF PARTIES.** The parties intend that Oasis is and will be an independent contractor to Client. Nothing herein will be construed to create a partnership, joint venture, employer-employee relationship, or agency relationship between the parties, and neither will have the authority to bind the other in any respect, except as set forth in this Agreement.

3. **DUTIES OF OASIS.** (a) **Inmate Commissary.** Oasis will provide weekly inmate commissary service to inmates of Surry County. Oasis will use the commissary by inmate telephone technology in conjunction with PayTel Communications. (b) **Compliance with Laws and Obtaining Licenses.** Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain and keep in force all necessary licenses. (c) **Property Insurance.** Oasis will maintain in effect insurance coverage on its property and Client will maintain insurance on its premises and personal property for loss or damage by fire or other casualties. Each party hereby waives its respective rights of recovery, including subrogation, against the other's property as a result of fire or other casualties normally covered under standard broad form property insurance, and will request its insurance carrier to insert such a waiver as is necessary to accomplish this requirement. (d) **Insurance.** Oasis will maintain in force at all times during the term hereof; worker's compensation insurance covering its employees and public liability insurance naming the Client as an insured. (e) **Indemnification.** The parties agree to indemnify and save each other harmless against any and all loss, or liability and expenses, including attorney's fees, if such is wrongfully caused by the activities or omissions of the other party, its officers, employees or agents.

4. **TERMINATION.** If either party fails to perform its obligations under this Agreement, the non-defaulting party may terminate this agreement upon (30) thirty days prior written notice to the other party. If the default is remedied within a (30) thirty-day period, the non-defaulting party will have the right to terminate Agreement upon the expiration of an additional (30) thirty days.

5. **TITLE OF SOFTWARE.** Oasis will use the facilities Golden Eagle inmate accounting program, which Oasis gave to the County.

6. **WORK PERFORMED.** Oasis will service Surry County from an off-site distribution center.

7. **REMOVAL OF PROPERTY.** Within thirty (30) days after the completion of this Agreement, Oasis will remove its property, except software, from Client's premises, except as herein otherwise provided.

8. **NONDISCRIMINATION.** Oasis shall comply with all nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

9. **SAFETY STANDARDS.** Oasis will ensure that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees.

10. **RECORDS.** Oasis agrees it will keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis, or furnish such records to Client by fax, e-mail, or other mail.

11. **CONTINGENCIES.** Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any events beyond the control of the party such as war, sabotage, insurrection, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

12. **INDIGENT PACKAGES.** Oasis agrees to provide indigent packages to Client at an agreed upon price. Oasis agrees to provide Client with all indigent billing information.

13. **NEW PRODUCTS, PROGRAMS, PRICING.** Any and all new products and or specialty programs must be reviewed by Client before being placed on menu or into service. Oasis agrees to provide client adequate documentation to support commissary price increases.

14. **WAIVER.** The failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver of the right to enforce such or any other term on any other occasion.

15. **MODIFICATION.** No modification of any of the terms and conditions of this Agreement will be effective unless such modification is expressed in writing and signed by the party against whom enforcement is sought.

16. **ENTIRE AGREEMENT.** This Agreement and the Exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof.

17. **BINDING EFFECT.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns, and representatives.

18. **NOTICE.** Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address as either party may designate for itself by written notice to the other.

19. FINANCIAL ARRANGEMENTS. (a) Accounting and Reporting. After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Commissions or amounts due as Commissions to Client during the preceding week. The Sheriff of Surry County agrees to pay Oasis weekly for all items purchased through the Inmate Commissary pursuant to this Agreement and there shall be due from Oasis to Client a Commission of 22% of Net Sales. Net Sales is defined as total sales minus sales tax, credits and postal products. The Sheriff may withhold 22% of the Net Sales as herein defined from any and all payments made to Oasis under this Agreement. An interest rate of 1-1/2% will be assessed on all accounts and amounts due either party in excess of (30) thirty days. Either party may withhold from any amounts due the other party hereto any past due amounts owed to Oasis by Client or owed to Client by Oasis.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written

OASIS MANAGEMENT SYSTEMS, INC.

ADDRESS FOR MAILING NOTICES:

BY : W. L. Thomas

Oasis Management Systems
5320 Lake Pointe Center Drive, Suite A
Cumming, Georgia 30041

DATE: 1-17-08

SURRY COUNTY JAIL, NC

ADDRESS FOR MAILING NOTICES:

BY : Ernest H. Altman

DATE: 2/11/08

**Addendum to the Surry County Jail and Oasis Management Systems, Inc.
Contract, December 16, 2009**

This will serve as an addendum to the current inmate commissary agreement between Oasis Management Systems, Inc. and the Surry County Jail.

Oasis agrees to provide and maintain at no cost to Surry County a Deposit Kiosk for the Surry County jail lobby for the purpose of depositing funds onto the inmates' accounts. The kiosk will have a \$3.00 transaction fee to the inmate. Surry County agrees to no longer accept deposits at a cash window except in situations when the kiosk is down for repair or maintenance.

Surry County Jail agrees to extend the inmate commissary agreement with Oasis Management Systems, Inc. for two (2) additional years. The new agreement expiration date will become January 17th, 2015. The same agreement will continue to stay in force with no other changes. IN WITNESS WHEREOF, the parties hereto have caused this addendum to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY :

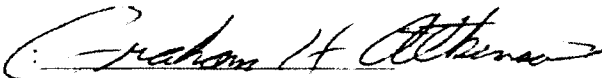


DATE:

12/16/09

SURRY COUNTY JAIL

BY :



DATE:

9-9-10

Mike Marshall
Sheriff



Doug Lawson
Chief Deputy

Emergency
Dial 9-1-1

COUNTY OF STOKES
OFFICE OF THE SHERIFF

www.co.stokes.nc.us/sheriff

06-25-2019

Ref: Contract agreement between Surry County and Stokes County Sheriff's Office for inmate housing.

In an agreement to house female inmates for the Surry County Sheriff's Office, the Surry County Sheriff's Office is agreeing to be responsible for all off site medical expenses incurred. You also agree that any off site medical appointments will be the responsibility of the Surry County Sheriff's Office to transport to and from their medical appointments. If the inmate requires immediate medical attention, then the Stokes County Sheriff's Office will transport the inmate to the appropriate medical facility for medical treatment. The Stokes County Sheriff's Office will then contact the Surry County Sheriff's Office and the Surry County Sheriff's Office will send an officer to relieve the Stokes County Sheriff's officer. Once the inmate is medically cleared to be returned to the Stokes County Jail the Surry County officer will return the inmate to the Stokes County Jail to be housed. The Stokes County jail will be responsible for all in-house medical expenses and medications with the exception of terminal/ life sustaining meds, Aids medication, and Hepatitis medication.

The agreed upon price will be \$40.00 per day.

A handwritten signature in black ink, appearing to read "James E. Ainsworth".

Signature of Authorizing Official



Chris L. Shew, Sheriff

Wilkes County Sheriff's Office

201 Curtis Bridge Road
Wilkesboro, N.C. 28697



Wilkes County Jail Memorandum of Understanding

Date: September 19th 2017

To: Wilkes County Jail Staff and Surry County Jail Staff

This memo is to inform you of the procedures that will be followed when an inmate for another county is housed in the Wilkes County Jail. This is also to serve as a memorandum agreement with the parties signed below with regard to the billing, housing, and guidelines concerning these inmates.

The Wilkes County Jail will bill the Surry County Jail at the beginning of each month for housing each inmate \$40.00 per day. Surry County Jail will also be billed for any medical cost accrued during an inmate's stay in the Wilkes County Jail. These medical costs include but are not limited to prescriptions and medications ordered by the medical staff at the Wilkes County Jail.

The Surry County Jail will be responsible for transporting Surry County Inmates housed in the Wilkes County Jail to and from all court appearances, appointments, evaluations, the Department of Corrections, and any other places necessary. In the event of a medical emergency the Wilkes County Jail Staff will escort the inmate to the appropriate medical facility and stay with inmate for whatever reasonable time necessary to be relieved promptly by Surry County Jail Staff. The inmate may be brought back to the Wilkes County Jail after the inmate is medically cleared.

In the event that the housing of a Surry County Inmate is no longer suitable for the Wilkes County Jail, because of classification, medical risks, security risks, or any other reason, the Wilkes County Jail Staff will request that the Surry County Jail Staff immediately pick up the Surry County Inmate from the Wilkes County Jail.

Surry County Inmates shall wear Surry County Inmate clothing and shoes while housed in the Wilkes County Jail and shall be transported to the Wilkes County Jail with extra clothing for the purpose of laundry exchange. Inmates shall be delivered at a time approved by Wilkes Jail staff.

Sincerely,

Captain Jason Whitley
Jail Administrator
Wilkes County Sheriff's Office

This memorandum has been reviewed and approved by the Wilkes County Sheriff, Chris Shew and the Surry County Sheriff, Jimmy Combs.

Sheriff Chris Shew

Sheriff Jimmy Combs

AGREEMENT TO HOUSE JAIL INMATES
BETWEEN SURRY COUNTY AND ASHE COUNTY

NORTH CAROLINA

This agreement is made this 17 day of May, 2019, by and between **ASHE COUNTY**, a body politic and corporate organized and existing under the laws of the State of North Carolina, hereinafter called the "Receiving County," and **SURRY COUNTY**, a body politic and corporate organized and existing under the laws of the State of North Carolina, hereinafter called the "Sending County."

WITNESSETH:

Whereas, Receiving County has capacity at the Ashe County Jail located at 140 Government Circle, Jefferson, North Carolina, to hold additional jail inmates from other jurisdictions: and

Sending County needs additional capacity to house its jail inmates.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

- (1) *NOTICE BEFORE DELIVERY.* Sending County shall notify Receiving County's Jail Administrator and obtain the Jail Administrator's consent as to the number of inmates and the time of delivery of such inmates to the Satellite Jail in advance of delivering any inmates.
- (2) *LIMITATION OF OBLIGATION.* Receiving County shall not be obligated to accept any inmates from Sending County and the determination of the numbers and times of acceptance of any inmates shall be at the sole discretion of Receiving County's Sheriff through his Jail Administrator.
- (3) *CONDITIONS OF INCARCERATION.* All Sending County's inmates shall be incarcerated in compliance with all applicable state and federal regulations and shall be subject to all policies and procedures in place at the receiving County's Satellite Jail. Surry County Inmates shall wear Surry County inmate clothing and shoes while housed in the Ashe County Jail and shall be transported to the Ashe County Jail with extra clothing for the purpose of laundry exchange. Inmates shall be delivered at a time approved by the Ashe County Jail Staff.

- (4) *SPECIAL CIRCUMSTANCES.* Upon the request of Receiving County's Sheriff through his Jail Administrator, Sending County shall remove any of its inmates from Receiving County's Satellite Jail and custody within 48 hours of such request being made. Such requests shall only be made in the event that particular circumstances or special condition related to the inmate or to Receiving County's needs create an undue burden on Receiving County.
- (5) *DAILY RATE.* Sending County shall pay a daily rate of \$45.00 for each inmate incarcerated in Receiving County's Satellite Jail. The daily rate shall accrue for each confinement of 24 hours beginning on July 1, 2019. The Receiving County shall continue to house inmates from the Sending County at a rate of \$40.00 a day until July 1, 2019. This daily rate shall not include the provision of certain medical services as described in Paragraph 6.
- (6) *COST OF MEDICAL SERVICES AND MEDICINES.* The costs of all medical services provided by the Satellite Jail's physician or medical staff shall be included in the daily rate. The costs of those medical services provided by health care providers other than the Satellite Jail's physician or medical staff, whether on a routine or emergency basis shall be the sole responsibility of and shall be fully paid by the Sending County. Receiving County shall promptly notify Sending County when any inmate is hospitalized or is to receive extraordinary medical services outside the Satellite Jail. These extraordinary medical costs shall include, but not be limited to, ambulance services, hospital and emergency room charges, charges by health care providers other than the Satellite Jail's physician or medical staff, laboratory and testing charges, and charges for specialized procedures. The costs of all prescription medications provided by the Sending County's inmates shall be the sole responsibility of and shall be provided or fully paid by the Sending County.
- (7) *CO-PAY* All medical services shall be provided subject to a co-pay of \$20.00 which shall be the responsibility of the inmate receiving the services.
- (8) *COSTS OF SECURITY OF CERTAIN MEDICAL SERVICES.* Sending County shall pay for the time spent by Receiving County's officers while transporting or maintaining custody of Sending County's inmates during the provision of medical services outside the Satellite Jail at a rate of \$35.00 per hour.

- (9) *BILLING*. Receiving County shall submit invoices to Sending County on a monthly basis and Sending County shall remit payment within 15 days of receipt of an invoice.
- (10) *TERMINATION*. This agreement shall remain in effect for one (1) year unless terminated by either party; thereafter, the agreement can be renewed annually if agreed upon by each party.
- (11) *NON-APPROPRIATION CLAUSE*. Receiving County acknowledges that Sending County is a government entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Sending county's obligations under this contract, then this contract shall automatically expire without penalty to Sending County thirty (30) days after written notice to Receiving County of the unavailability and non-appropriation of the funds. This provision shall not be exercised for the Sending County's convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Sending County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Sending County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Sending County upon written notice to Receiving County of such limitation or change in Sending County's legal authority.

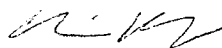
Witness the due execution of the Counties of Surry and Ashe on the date by each signature. This agreements is executed in duplicate originals with one such original being retained by each County.

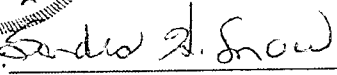


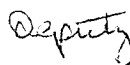
Affix
County Seal

SURRY COUNTY

By


Chris Knopf, County Manager

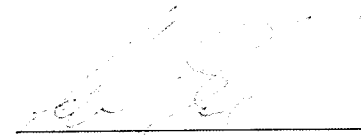
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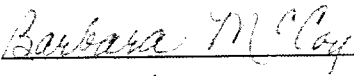
 Deputy Clerk to the Board


Affix
County Seal

ASHE COUNTY

By


Adam Stumb, Interim County Manager

Attest: 

 Deputy Clerk to the Board

